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NAME OF OFFEROR OR CONTRACTOR SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT ITEM NO. (A) (D) (E) (F) 0001 Portable Changeable Message Sign with Trailer, in 2.00 EA accordance with the attached specifications. The Government will make an award resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and ther factors considered. The following factors shall be used to evaluate offers: technical capability of the item offered to meet the Sovernment requirement and price. Please provide the following: DUNS No. _ Tax I.D. No. _____ or Social Security No. __ Brand Name only - equals will not be accepted. A Firm Fixed-Price Purchase Order is anticipated. Attachments: . Terms and Conditions 2. Design Specifications B. Offeror Representations and Certifications

CONTINUATION SHEET

REF.NO. OF DOC. BEING CONT'D.

DTRS57-02-Q-80073

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OF

2

<u>52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (MAY 2001)</u>

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755);

637 (d)(4)).

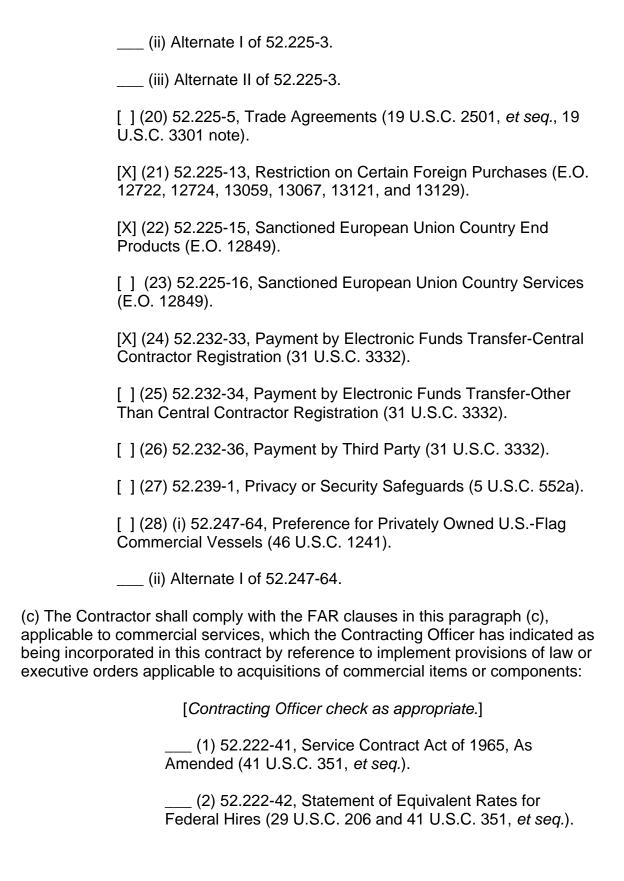
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

| [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). |
|--|
| [] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999). |
| [] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer). |
| [] (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). |
| (ii) Alternate I to 52.219-5. |
| (iii) Alternate II to 52.219-5. |
| [X] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)). |

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C.

- [X] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- [X] (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [] (ii) Alternate I of 52.219-23.
- [X](9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [X](11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X](12) 52.222-26, Equal Opportunity (E.O. 11246).
- [X](13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- [X](14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- [X](15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- [X](16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- [](17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [X](18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- [X](19)(i) 52.225-3, Buy American Act North American Free Trade Agreement Israeli Trade Act Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).



- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

Design Specifications For Portable Message Sign

1. Overview

1.1. General Description

The Sandy Hook's -Variable Message Sign (SH-VMS) will be a solar portable changeable message sign. It consists of an amber LED message board, computer operator interface, solar photovoltaic (PV) array, battery bank, all mounted on a heavy duty tow able trailer.

1.2. Design Goals

- 1. The goal of the SH-VMS is to reduce operating costs and saves money.
- 2. The goal of the SH-VMS is to be environmentally friendly and requires less maintenance.

1.3. Design Results

1. Visibility

- a) The message sign panel shall be legible from 1,200 feet in day and night conditions.
- b) Visibility and legibility factors shall be enhanced with the Eclipse System, which reduces glare and increases the contrast ratio of the message for better legibility.

2. Power Consumption

- a) Since the entire message display system operates from solar/battery or utility power of 120 VAC, it optimizes life expectancy of the battery bank and minimizes user service for battery charging.
- b) An on-board system charger will be provided to recharge completely discharged sign batteries in 24 hours.

3. Maintenance

a) The SH-VMS shall require no special scheduled maintenance other than those items detailed in the operating manual. These items are those normally encountered with solar portable equipment.

4. Solar Powered

a) The SH-VMS power system shall be designed for optimum efficiency utilizing the proper balance between solar panel, batteries and sign.

2. Overall Dimensions

2.1. Height

The maximum height of the SH-VMS shall meet the follow:

- 1. Sign fully raised 13'8"
- 2. Sign in transport position 9'3"

2.2. Length

1. The maximum length of the SH-VMS shall not exceed 13'9".

2.3. Width

1. The maximum width of the SH-VMS shall not exceed 6'8".

Gross Weight

1. The gross total weight of the SH-VMS shall not exceed 3,000 lbs.

3. Overall Specifications

3.1. Wind

- 1. Transport Mode
 - a) 70 mph maximum sustained highway speed.
- 2. Display
 - a) Gusts of 80 mph with all outriggers in place

3.2. Paint

- 1. Transport Mode
 - a) 70 mph maximum sustained highway speed.
- 2. Sign
 - a) Cleaned, finished with one coat corrosion inhibiting primer and one coat of flat black UV inhibited powder coat.
 - b) Final finish coat shall be Highway safety Orange.

3.3. Temperature Range

The SH-VMS shall be able to withstand the following temperature range:

- 1. Operational: -40 degrees to +165 degrees F.
- 2. Storage: -40 degrees to +185 degrees F.

3.4. Electrical Interference

1. The SH-VMS shall be unaffected by all types of RF interference.

3.5. Relative Humidity Range

1. The SH-VMS shall be able to withstand a relative humidity range of 20 percent to 95 percent.

4. Trailer

4.1. Material

1. The SH-VMS trailer shall be constructed of ASTM A500 (B) UNS KO300 2" x 4" x 3/16" rectangular structural tubing or equivalent.

4.2. Axle / Brakes

The SH-VMS axle and brakes shall have the following:

- 1. Single 3500 lb. Capacity independent suspension torsion axle
- 2. A maximum ground clearance 10.25"
- 3. Standard Hydraulic surge brakes.

4.3. Hitch

The SH-VMS hitch shall have the following:

- 1. Heavy-duty 3" pintle, hydraulic surge hitch.
- 2. 300 lb. maximum tongue load.
- 3. Heavy-duty safety chains with safety hooks.
- 4. Hitch height is 17-1/2" above pavement.

4.4. Tires

1. The SH-VMS shall have 15", 6 ply, load range C tires or equivalent.

4.5. Leveling Jacks

The SH-VMS leveling jacks shall have the following:

- 1. Four each 2000 lb. capacity, top wind jacks.
- 2. Non-removable trailer mount.

4.6. Removable Tongue

- 1. Hinged for storage
- 2. Quick disconnect coupler

4.7. Lights

1. The SH-VMS shall have a complete lighting that meets or exceed standard highway specifications.

4.8. Trailer Components Enclosure

The SH-VMS trailer component enclosure shall meet or exceed the following:

- 1. Polyethylene, anti-slip texture, rust proof, UV-resistant, walk-on, heavy duty.
- 2. Lockable
- 3. Rodent proof
- 4. Highway safety Orange

5. Lift

5.1. Material

1. The SH-VMS lift shall be constructed of ASTM A513 Type 5. 6 1/2 x 7 gauge wall HREW tube or equivalent.

5.2. Length of Lift

- 1. 4' 7" total lifting distance.
- 2. Under 30 seconds typical time for full extension.

5.3. Method of Lift

1. Electro-hydraulic

6. Solar Modules

High efficiency, single crystal, silicon cells. The cells are anti-reflected coated for improved efficiency.

6.1. AMPS

1. Six 4.4 AMP at 17.0 volts. Total: 26.4 AMPS at 17.0 volts.

6.2. Weight

1. 13.0 lbs. each.

7. Electrical System

7.1. Solar Panels

1. The SH-VMS shall have at a minimum four (4) panels, each at 4.4 amps, 17.0 volts for a total of 17.6 amps at 17.0 volts.

7.2. Sign Batteries

- 1. The SH-VMS shall have a minimum of eight (8) 6 volt, 225 amp hour deep cycle batteries wired in a 12 volt configuration for 900 amp hours of storage capacity.
- 2. The SH-VMS battery bank and photovoltaic arrays will operate the message board for continuous year round operation. An additional bank of 4 batteries can be added for extreme conditions.

7.3. Charging System

1. The SH-VMS shall have an on board charging system that will recharge completely discharged sign battery banks in 12 hours.

7.4. 120 Volt AC Operation

1. The SH-VMS shall have the ability to be plugged into a standard 110 volt A.C. power source.

7.5. Instrumentation

The SH-VMS shall have at a minimum the following instrumentation:

- 1. 12 volt system voltmeter
- 2. 60 Amp ammeter indicates system current status.

7.6. Controls

The SH-VMS shall have at a minimum the following controls:

- 1. Main power switch
- 2. Raise/lower mast switch
- 3. Solar system disconnect/breaker switch

8. Sign

8.1. Overall Sign Dimensions

1. The total display area for the three, eight character lines is, 76" high by 134" wide by 5" deep (maximum).

8.2. Weight

1. 100 lbs. per row for a total of 300 lbs.

8.3. Speed of Message Change

1. Complete change of all three lines: 100 milliseconds maximum.

8.4. Legibility/Color

- 1. Each character displayed in each line shall be clearly visible from 1200 feet.
- 2. Each character shall have a minimum of a 17 degree cone of visibility.
- 3. Display shall be amber in color at 590nm wavelength.

8.5. View Angles

- 1. The SH-VMS shall rotate a complete 360 degrees atop the lift mechanism. This will allow for various display angles and easy transport.
 - a) Display
 - When fully extended, the sign can be rotated and locked into various viewing angles as determined best for the motorists by the sign operator. Locking of the sign is via a locking collar.
 - b) Transport
 - In the transit position, the sign is rotated parallel to the direction of towing for minimum wind loading.

8.6. Maximum Solar Performance Angle

- 1. The Solar Panels on SH-VMS shall be designed to rotate the solar photovoltaic array 360 degrees and tilt to 40 degrees. This significantly increases the solar performance.
- 2. The Solar Panels should be able to tilt and rotate independently from the sign panel, so to reduce accumulation of snow and dirt and to orient the unit towards southern exposure optimizing the efficiency of the solar panels.

8.7. Sign Failure

- 1. Mean time between failure
 - a) The LED's (MTDF) is 1.5 million hours @ 71 degrees C to 10.6 million @ -40 degrees C.
- 2. Mean time to replace failed character module
 - a) Modules are easily replaced in 5 minutes.

8.8. Operating Principles / Methods of Construction

- 1. Each sign consists of three lines of individually changeable characters.
- 2. Line Spacing
 - a) A distance of 5" separates each line from its adjacent line.
- 3. Lines
 - a) Each line is made up of eight characters.
 - b) Each alphanumeric character (also called a module) is individually removable from the line and is completely interchangeable with all other characters.
 - c) Character Separation
 - 4.5" from adjacent characters minimum.
 - d) Enclosure
 - Each line of eight characters shall be housed in a weather tight aluminum housing with extruded aluminum framing.

- The front sign face shall be covered with the "Eclipse" polycarbonate, hinged cover for ease of service. The "Eclipse" polycarbonate face is silk screened with flat solar black, UV protected epoxy. This will reduce glare and increases the contrast of the character display.
- Integral sun shield shall be incorporated on face of sign case.
- e) Characters (or modules)
 - Each character shall be made up of 35 individual pixels of four LEDs each.
 - The 35 pixels are arranged in a seven pixel high by five pixel wide matrix.
 - Each character shall be (a true) 18 inches high.

9. Controller

9.1. Type

1. The SH-VMS will be controlled by a PC based controller. This unit shall be based on the 386 SLX processor or better with several functional enhancements. The controller at a minimum contains low power.

9.2. Size/Weight

- 1. 6-1/2" x 8" x 7"
- 2. Five lbs.

9.3. Power Supply

1. The controller will be powered by the SH-VMS 12 VDC battery system.

9.4. Memory

1. The SH-VMS controller shall have at a minimum 8 MEG flash (ROM), 8 MEG DRAM.

9.5. Hand Held Terminal

The primary user interface to the controller is through a Hand Held Terminal. This will be a small, light weight device with an LCD display and membrane keypad with tactile feedback. It shall be housed in an enclosure in the trailer for permanent installation or may be removed after programming sign display. It shall have a coiled cable capable of extending to 15 feet to allow the programmer to move out of the traffic area to a safe distance. In addition, the user has the option of VENDOR software on a laptop computer or a base station PC as an interface with the controller.

The following are suggested but not limiting to the desired features of the Hand Held Terminal:

- 1. 4-1/4" x 6-1/2" x 1" outside dimensions
- 2. 1.0 pound weight
- 3. Coiled cable, 3 foot relaxed, 15 foot full extension
- 4. RS 232 VT100 emulation (standard 5x8 ASCII character set)
- 5. 4 rows by 20 character Super twist LCD display
- 6. 187 (3/16) inch character height.
- 7. EL backlighting
- 8. 30-key membrane keypad
- 9. 1/2" square keys with tactile dome feedback
- 10. One key stroke command set

9.6. Software

- 1. The controller uses custom designed software. The software utilizes multi-tasking protocol to provide communications support while allowing a local operator to input commands for local sign control. In addition, battery condition is monitored at all times.
- 2. The software shall provide for storage of up to 25 sequences for display on the sign. Each sequence consists of six, three line by eight character messages. A display ontime for each message is contained in the sequence, as well as information to control blinking of separate lines of a message.
- 3. The software shall allow for single keystroke modification of message on-time, in .1 second increments, to adjust message sequence for traffic speeds.
- 4. In a default condition, the controller software shall automatically switch the trailer to a minimum power mode to preserve batteries.
- 5. The software shall provide for single keystroke command to display large moving arrows for arrow-board type applications.
- 6. The software shall allow for message and sequence search by number entry or scrolling of data to select message desired.
- 7. The software shall allow construction of message sequence while seeing entire sequence at all times on the screen.
- 8. The software shall provide for remote access operation at all times via multi-tasking.
- 9. The SH-VMS shall come with up to 200 of the most common road construction messages pre-programmed into the computer memory. Any custom message can be added or substituted as required.

9.7. Operation

- 1. All local operations related to the sign are controlled from on-screen menu choices. Basic sign operation involves three keystrokes to initiate sign operation. All sequences are displayed, prior to running on sign, for operator verification.
- 2. A password must be entered into the controller by the operator to modify sign message information.

- 3. Complete groups of messages, called sequences, can be created and stored in the controller memory to save time during operation. In addition, sequences, like individual messages, can contain left and right moving arrows.
- 4. The display on-time for each message or sequence shall be selectable from .4 to 9.9 second per message.

9.8. Controller Hardware

The following are the desired features of the controller hardware:

Operating Temp Range: -40 to +85 C (non-functioning display at -40 C

unless optional heater installed)

Humidity: 0-95% relative non-condensing

Power: +10 to +16 VDC (.285 amps @ VDC nom)

Microprocessor: 386 SLX or Better

Memory: 8 MEG Flash (ROM), 8 MEG DRAM Communications: 2 RS-232 Ports (Optional 4-port RS-232)

Software: Real time multi-tasking Operating System - Posix -

compliant

Programmed Messages: Up to 200 eight-character messages
User Programmed Sequences: 25 - 6 frame sequence with blink
Message Display Times: .4 to 9.9 seconds in .1 second steps

Instant Time Modification: Allows single keystroke change of display time in

.1 second steps +/-.5 second maximum

Arrow Board Presentation: Single keystroke to select a large left or right

moving arrow, using all three lines. The arrow will

be inserted at the end of the sequence

Auto Scroll during Sign Creation: Single keystroke scroll function with immediate

message display on screen

Instant Message / Sequence Run: Permits single keystroke running of saved message

sequences. Also allows single key-stroke scroll of message sequences for review prior to running

sequence on sign

Selective Line Blink: Permits any line of 6 messages to be set to with

single keystroke

On-screen display of line blink: Shows which lines are set to blink

Default Message: System displays default message upon detection of

low battery condition. The controller turns off the sign after loading default message to conserve

battery

10. National Transportation Communications for ITS

1. The SH-VMS shall have the capability of implementing the National Electrical Manufacturer Associates (NEMA) National Transportation Communications for ITS Class B Protocol (NTCIP 2001), the Global Object Definitions (NTCIP 1201) and the Mandatory Object Definitions for Dynamic Message Signs (NTCIP 1203).

11. Remote Control

- 1. The SH-VMS will have the following Remote Control features.
 - a) Computer Base Station Operation
 - This option allows the sign operator to have complete remote control of the on-board controller. The operator can monitor and remotely control one or multiple SH-VMS Signs as if they were being controlled locally via a remotely located I.B.M. P.C. compatible computer.
 - b) Cellular Telephone Operation
 - This feature will allow the sign operator to monitor the message board status via a remotely located I.B.M. P.C. compatible computer. This option eliminates the need to run a telephone line to the trailer site. In addition, the trailer can be moved anywhere desired as long as there is cellular telephone coverage. The successful Vendor shall be provided with two cellular telephone numbers following the award.
 - c) Remote Control Operation Specifications:

• Baud Rate: 1200/2400

• Protocol: Vendor specific with CRC/16 error checking on all

data.

• Update of Message: Immediate change to a new transmitted message.

• Library Query: Send message and sequence library data.

• Library Update: Load library with new message and sequence data.

• Status Query: Send complete sign status.

12. Literature

The following operations information will be provided with the SH-VMS:

- 1. Owner's Manual
 - Operations
 - Parts Manual
 - Wiring Diagrams
 - Trouble Shooting Guide

13. Delivery / Performance / Acceptance

The successful Vendor will deliver the two SH-VMS to the address as stated in Procurement Request no later than May 6, 2002. The Vendor will set up the SH-VMS install the remote control software on the designated IBM-PC and programmed the two SH-VMS with the two cellular phone numbers.

The successful Vendor shall be provided with an Acceptance Form following the award. The Vendor will then demonstrate the SH-VMS with all it's features from setting up the SH-VMS in place with the leveling jacks, raising and adjusting the angle of the sign, adjusting the solar panels, and the operation of the sign(s) with the handheld controller.

The successful Vendor will then demonstrate the remote control features of the SH-VMS from dialing into the signs and controlling the various messages that can be sent to the signs via the cellular link. This performance test is required for both signs.

Following the performance test of the SH-VMS the designated Contracting Officer Technical Representative (COTR) will sign the completed Acceptance Form.

14. Maintenance

The SH-VMS shall require no special scheduled maintenance other than those items detailed in the operating manual. These items are those normally encountered with solar portable equipment.

15. Warranty

The Manufacture will warranty that each SH-VMS will be free from defects in material and workmanship for a period of two years from date of shipment, subject to the conditions and restrictions of the current Manufacture written warranty.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (FEB 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor," means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

| (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.] |
|---|
| (3) Taxpayer Identification Number (TIN). |
| * TIN: |
| * TIN has been applied for. |
| * TIN is not required because: |
| *Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; |
| *Offeror is an agency or instrumentality of a foreign government; |
| * Offeror is an agency or instrumentality of the Federal Government; |
| (4) Type of organization. |
| * Sole proprietorship; |
| * Partnership; |
| * Corporate entity (not tax-exempt); |
| * Corporate entity (tax-exempt); |
| * Government entity (Federal, State, or local); |
| * Foreign government; |
| * International organization per 26 CFR 1.6049-4; |
| * Other |

| (5) Common parent |
|-------------------|
|-------------------|

* Offeror is not owned or controlled by a common parent:

| * Name and TII | N of common parent: |
|----------------|---------------------|
| Name _ | |
| TINI | |

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.
 - (1) Small business concern. The offeror represents as part of its offer that it * is, * is not a small business concern.
 - (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
 - (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.
 - (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.
 - (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

| Number of Employees | Average Annual Gross Revenues |
|---------------------|-------------------------------|
| 50 or fewer | \$1 million or less |
| 51-100 | \$1,000,001-\$2 million |
| 101-250 | \$2,000,001-\$3.5 million |
| 251-500 | \$3,500,001-\$5 million |
| 501-750 | \$5,000,001-\$10 million |
| 751-1,000 | \$10,000,001-\$17 million |
| Over 1,000 | Over \$17 million |

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It __ is,__ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___has, ___has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
- (d) Representations required to implement provisions of Executive Order 11246 -
 - (1) Previous contracts and compliance. The offeror represents that --
 - (i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It * has, * has not, filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that --
 - (i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
 - (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

| Line Item No.: | | | |
|----------------|--|--|--|
| | | | |

[List as necessary]

- (3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

| Line Item No.: | Country of Origin: | | | |
|----------------|--------------------|--|--|--|
| | | | | |
| | | | | |
| | | | | |

- (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
 - (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
 - (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

| Line Item No.: | Country of Origin: | | |
|----------------|--------------------|--|--|
| | | | |
| | | | |
| | | | |

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
 - (1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
 - (2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(1) Listed End Product

| ` ' | |
|--|--|
| Listed End Product | Listed Countries of Origin: |
| | |
| | |
| | |
| countries of origin in paragraph must certify to either (i)(2)(i) or (| ing Officer has identified end products and (i)(1) of this provision, then the offeror (i)(2)(ii) by checking the appropriate block.] |
| (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. | |
| (i)(1) of this provision that the corresponding countrols certifies that is has made forced or indentured child manufacture any such er | pply an end product listed in paragraph it was mined, produced, or manufactured in ry as listed for that product. The offeror a good faith effort to determine whether d labor was used to mine, produce, or and product furnished under this contract. orts, the offeror certifies that it is not aware abor. |
| (End o | f Provision) |
| Alternate I (Feb 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(10) to the basic provision: | |
| | s represented itself as disadvantaged in provision.) [The offeror shall check the falls]: |
| Black American. | |
| Hispanic American. | |

| | Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). |
|---|---|
| | Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). |
| | Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). |
| | Individual/concern, other than one of the preceding. |
| Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision: | |
| | (iii) Address. The offeror represents that its addressis, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror |
| | shall use the list in effect on the date of this solicitation. "Address," |

as used in this provision, means the address of the offeror as listed

disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in

on the Small Business Administration's register of small

Alternate III (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

the joint venture.

| (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that- |
|--|
| (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and |
| (ii) It is,is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall |
| submit a separate signed copy of the HUBZone representation. |